

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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LENDLEASE TURNER, A JOINT VENTURE
BETWEEN LENDLEASE (US) CONSTRUCTION
LMB, INC. AND TURNER CONSTRUCTION
COMPANY,

Plaintiff,

- against -

**STIPULATED PROTECTIVE
ORDER**

1:19-cv-03645 (ER)

AXIS INSURANCE COMPANY, AND
SCOTTSDALE INDEMNITY COMPANY,

Defendants.
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IT IS HEREBY STIPULATED AND AGREED, pursuant to Fed. R. Civ. P. 26(c), that the parties will be bound by the following terms and conditions of a protective order:

1. The Plaintiff Lendlease Turner, a Joint Venture between Lendlease (US) Construction LMB, Inc. and Turner Construction Company ("Lendlease Turner")'s Joint Venture Agreement will be marked by Plaintiff's counsel as "CONFIDENTIAL" and deemed "CONFIDENTIAL MATERIALS" pursuant to this Order.

2. CONFIDENTIAL MATERIALS shall be used solely for the purpose of pursuing and contesting the causes of action presented in this litigation, and not for any other purpose.

3. The documents designated "CONFIDENTIAL" shall not be disclosed or disseminated to any person, except the following individuals, unless and until this Court rules that there may be further disclosure:

- a. counsel of record for the respective parties, including any personnel assigned to and necessary to assist in the litigation; and
- b. parties to the above-captioned action including their employees; and
- c. non-party experts, independent consultants, or agents engaged by counsel or the parties to assist in prosecuting or defending the claims presented, provided that each non-party expert, independent consultant, and/or agent has the need to learn the content of such CONFIDENTIAL MATERIALS and has signed an undertaking in the form of Exhibit A before being provided with CONFIDENTIAL MATERIAL subject to this Protective Order; and

- d. non-party witnesses called to testify at a deposition or at trial of the above-captioned action, provided the non-party witness has signed an undertaking in the form of Exhibit A before being provided with CONFIDENTIAL MATERIAL subject to this Protective Order.

These restrictions may be altered or supplemented only by written stipulation between the parties filed with and approved by the Court or by order of the Court on motion.

4. Defendants shall not file any CONFIDENTIAL MATERIALS with the Court without first seeking the appropriate Order to file said materials under seal.

5. This Protective Order shall not prevent or prejudice any party from applying to the Court for appropriate relief, for further or additional protective orders, or from agreeing with the other party to a modification of the Protective Order, subject to the approval of this Court.

6. Within sixty (60) days after final termination of this litigation, either by settlement, by expiration of the time to appeal, or after issuance of the appellate mandate after an appeal, receiving counsel of record shall either certify destruction of all CONFIDENTIAL MATERIALS including all copies, abstracts or summaries, and documents containing information taken from CONFIDENTIAL MATERIALS (but excluding any materials which in the judgment of the receiving counsel are their work product) or return them to the producing party. However, one counsel of record for each party may retain one copy of all CONFIDENTIAL MATERIALS, solely for reference in the event of a dispute over the use or dissemination of information subject to the terms of this Protective Order or over compliance with the final judgment. The retaining counsel of record shall secure and maintain restricted access to these CONFIDENTIAL MATERIALS.

7. The United States District Court for the Southern District of New York retains jurisdiction over all matters arising under this Protective Order.

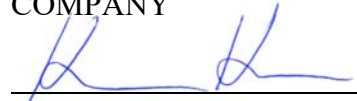
8. Each party reserves the right to object to any other party's designation of material as "CONFIDENTIAL." If a party objects to the designation of materials as "CONFIDENTIAL MATERIALS," that party shall advise the other parties in writing of such objection within ten (10) days after receiving such materials. The burden will then be on the party wishing to designate CONFIDENTIAL MATERIALS to apply for a protective order from the Court within ten (10) days. The other parties shall not disclose the material designated as "CONFIDENTIAL" pending a determination by the court.

9. Nothing in this Protective Order operates to create an admission by any party that confidential information disclosed in this case is relevant or admissible. Each party specifically reserves the right to object to the use or admissibility of all CONFIDENTIAL MATERIALS disclosed, in accordance with applicable law and Court rules.

Respectfully submitted,

FOR THE PLAINTIFF,
LENDLEASE TURNER, A JOINT
VENTURE BETWEEN
LENDLEASE (US)
CONSTRUCTION LMB, INC.,
AND TURNER CONSTRUCTION
COMPANY

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FOR DEFENDANT
AXIS INSURANCE COMPANY

By:

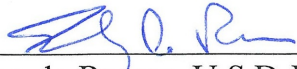
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SO ORDERED.



Edgardo Ramos, U.S.D.J

Dated: Dec. 3, 2019

New York, New York

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X
LENDLEASE TURNER, A JOINT VENTURE
BETWEEN LENDLEASE (US) CONSTRUCTION
LMB, INC. AND TURNER CONSTRUCTION
COMPANY,

Plaintiff,

- against -

**CONSENT TO BE BOUND BY
PROTECTIVE ORDER**

1:19-cv-03645 (ER)

AXIS INSURANCE COMPANY, AND
SCOTTSDALE INDEMNITY COMPANY,

Defendants.

-----X

I, _____, declare that:

1. I have received a copy of the Protective Order, entered on _____, 2019, in the action captioned *Lendlease Turner, A Joint Venture Between Lendlease (US) Construction, LMB, Inc. and Turner Construction Company v. AXIS Insurance Company, et al*, No. 1:19-cv-03645 (ER) (S.D.N.Y.) (the "Action"), and I have read and understand its provisions.

2. I agree to be bound by the provisions of the Protective Order and will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Protective Order, and will not use for purposes other than for this Action any information or materials designated as "CONFIDENTIAL" that I receive in this Action, except as otherwise permitted under the terms of the Protective Order.

3. By executing this Consent To Be Bound by Protective Order ("Consent Form"), I voluntarily submit to the personal jurisdiction of the United States District Court for the Southern District of New York, which may enforce the terms of the Protective Order and this Consent Form.

Dated: _____

Signature

Printed Name

Notary Public